

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

T.K AND S.K. ON BEHALF OF L.K.,

Plaintiffs,

- against -

NEW YORK CITY DEPARTMENT OF  
EDUCATION,

Defendant.

07 CV 9538 (JSR)

**STIPULATION  
AND ORDER OF  
DISCONTINUANCE**

WHEREAS, plaintiffs commenced this action on October 25, 2007 by filing a summons and complaint seeking attorney's fees pursuant to 20 U.S.C. §§ 1415 (j)(3)(A)-G in connection with three administrative proceedings for school years 2003-2004, 2004-2005, 2005-2006, and 2006-2007, and

WHEREAS, defendant has denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The Department of Education hereby agrees to pay plaintiffs the sum of sixty-eight thousand dollars (\$68,000.00) in full satisfaction of all claims that were or could have been raised in this action, including claims for costs, expenses and attorneys' fees. Such payment will be made as follows: a check in the amount of sixty-eight thousand dollars (\$68,000.00) will be made payable to "Mayerson and Associates, P.C., as attorneys for plaintiffs, T.K. and S.K., on behalf of L.K."

3/4/08 - Chevrn - with the attached clarifications,  
I can submit to client(s) for execution.  
Thank you.

3. In consideration for the payment of this sum, plaintiffs agree to the dismissal of all the claims against the defendant, and to release the Department of Education and the City of New York, their successor and assigns, and all past and present officials, employees, representatives and agents of the Department of Education and the City of New York, from any and all liability for claims, based on any act, omission, event, or occurrence, occurring from the beginning of the world up to and including the date hereof, with the exception of claims concerning or arising out of the creation or implementation of L.K.'s Individualized Education Plan dated June 6, 2007, including, without limitation, any and all claims, and/or rights of action described in or arising from the allegations set forth in the complaint in ~~that~~ litigation, including claims for attorneys' fees, costs and expenses (the 2007-2008 school year hearing and proceedings)

4. In consideration for payment of this sum to plaintiffs, and other good and valuable considerations, plaintiffs' undersigned counsel agrees to release the Department of Education and the City of New York, their successor and assigns, and all past and present officials, employees, representatives and agents of the Department of Education and the City of New York, from any and all liability for claims, based on any act, omission, event, or occurrence, occurring from the beginning of the world up to and including the date hereof, with the exception of claims concerning or arising out of the creation or implementation of L.K.'s Individualized Education Plan dated June 6, 2007, described in or arising from the allegations set forth in the complaint in ~~that~~

*litigation, including claims for attorneys' fees, costs and expenses. i.e. the 2007-2008 proceedings.*

5. Plaintiffs and/or their attorney, as applicable, shall be responsible for the payment of any federal, state and/or local taxes *on the payments* specified in paragraph 2 above.

6. Plaintiffs and plaintiffs' counsel shall execute and deliver to defendant's attorneys all documents necessary to effect this settlement, including, without limitation, releases based on the terms set forth in paragraphs 3 and 4 above, and a substitute W-9 form.

7. Nothing contained herein shall be deemed to be an admission by the Department of Education or the City of New York, or any of their employees that they have in any

manner or way violated any of plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York.

8. This Stipulation and Order shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except an action to enforce the terms hereof.

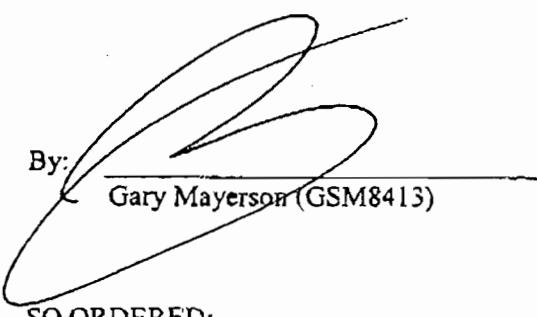
9. Nothing contained herein shall be deemed to constitute a policy or practice of the Department of Education.

10. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

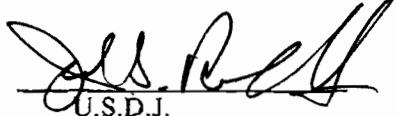
Dated: New York, New York  
March 4, 2008

MAYERSON & ASSOCIATES  
330 West 38<sup>th</sup> Street, Suite 600  
New York, New York 10018  
(212) 265-7200

By:

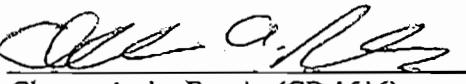
  
Gary Mayerson (GSM8413)

SO ORDERED:

  
U.S.D.J.

MICHAEL A. CARDOZO  
Corporation Counsel of the City of New York  
Attorney for New York City Department of  
Education  
100 Church Street, Room 2-164  
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By:

  
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